IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUMMARY SUIT NO.3274 OF 2006

Eastern Cargo Carriers (I) Pvt. Ltd. ...Plaintiff.
Vs.
M/s. Virat Shipping Agencies & Anr. ...Defendants.
....
Mr.C. J. Bijlani for the Plaintiff.
None for the Defendants.
.....

CORAM : DR.D.Y.CHANDRACHUD, J.
9th April 2007.

P.C.:

The suit under Order 37 of the Code of Civil Procedure, 1908 has been filed in order to recover an amount of Rs.4,11,838/- inclusive of interest.

The Plaintiff is an IATA agent carrying on business of Air Cargo bookings. The First Defendant is a sub-agent of the Plaintiff. The Plaintiff issued invoices/bills of transportation charges and other expenses in the name of the Fourth Defendant. From time to time the Defendants made partial payments, the last that is realised being on 5th May 2005 in the amount of Rs.50,000/-. By a letter dated 30th September 2006, the Plaintiff submitted a

statement of the amount due thereunder of Rs.4,11,838/- to the Defendants. The Defendants were called upon to disclose any discrepancy within three days failing which it was stated that the amount shall stand confirmed. The Plaintiff's letter dated 30th September 2006 was served on the Second Defendant to which there was no reply. Thereafter, a further Advocate's notice dated 19th October 2006 was sent to the Defendants Under Certificate of Posting.

The Defendants have not entered appearance despite service of the Writ of Summons. An affidavit of service has been filed. A compilation of the original documents on the basis of which the suit has been instituted has also been tendered on the record. The claim of the Plaintiff is duly established. Even otherwise, the Defendants having failed to enter appearance, the Plaintiff would be entitled to a decree as prayed under the provision of Order 37. The suit shall accordingly be decreed in terms as prayed save and except with the modification that the Plaintiff shall be entitled to interest at the rate of 9% per annum from the date of the institution of the suit until the date of the decree and at the same rate from the date of the decree until payment or realization.

Refund of Court fee, if any, as per rules.

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